

SECOND AMENDMENT
BY AND BETWEEN
GREGORY TONY, AS SHERIFF OF BROWARD COUNTY, FLORIDA
AND
THE SHYFT GROUP UPFIT SERVICES, INC.
f/k/a
SPARTAN UPFIT SERVICES, INC.

This Second Amendment is made and entered this 7th day of April, 2021, by and between **GREGORY TONY, AS SHERIFF OF BROWARD COUNTY** (hereinafter referred to as "**SHERIFF**"), **THE SHYFT GROUP UPFIT SERVICES, INC. f/k/a/ SPARTAN UPFIT SERVICES, INC.**, a foreign corporation authorized to do business in Florida ("**CONTRACTOR**").

WITNESSETH:

WHEREAS, on or about May 7, 2018, SHERIFF entered into an agreement with STROBES-R-US, INC. for installation and/or repair of Vehicle Emergency Equipment for Public Safety Vehicles;

WHEREAS, on or about December 18, 2018, CONTRACTOR, acquired and assumed the agreement and all of STROBES-R-US, INC.'s business interests, rights and responsibilities under the agreement and/or otherwise accepted the assignment of the agreement from STROBES-R-US, INC. with the consent from the SHERIFF;

WHEREAS, on or about November 9, 2020, the parties entered a first amendment to memorialize CONTRACTOR'S change of its corporate name from Spartan Upfit Services, Inc. to The Shyft Group Upfit Services, Inc., but CONTRACTOR kept its same employment identification number of 35-2646349 (the agreement and the assignment and assumption agreement and the first amendment are hereinafter collectively referred to herein as the "Agreement");

WHEREAS, the Agreement is due to expire on May 9, 2021, but allows for SHERIFF to elect to renew the Agreement via option periods to extend the term of the Agreement; and

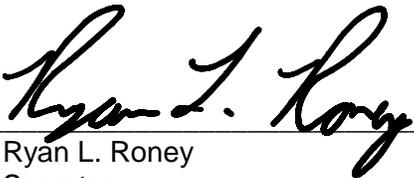
THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and other good and valuable consideration of which is hereby acknowledged, the parties agree as follows:

1. The foregoing recitations are true and correct and are incorporated herein by reference.
2. The first option to renew period found in section 2.2 of the Agreement is exercised by the and the Agreement's term is hereby extended for an additional year commencing May 10, 2021 through May 9, 2022, at the same consideration rates due the CONTRACTOR under the Agreement's terms and conditions.
3. Except as modified herein, the terms and conditions of the Agreement shall remain in full force and effect.
4. The parties agree for purposes of the Agreement and this amendment, the amendment may be executed in several counterparts, each of which shall be

deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the parties and delivered to the other parties; it being understood that all parties need not sign the same counterparts. Facsimile and electronic mail copies in "portable document format" (".pdf") form are acceptable and shall constitute effective execution and delivery of this amendment as to the parties and may be used in lieu of the original amendment for all purposes. Signatures of the parties transmitted by facsimile, e-mail or digital format shall be deemed to be their original signatures for all purposes.

IN WITNESS WHEREOF, the parties execute this Second Amendment to the Agreement on the date(s) set forth below:

**THE SHYFT GROUP UPFIT SERVICES, INC. f/k/a SPARTAN UPFIT SERVICES, INC.
EIN 35-2646349**

By: 
Ryan L. Roney
Secretary

Date: April 6, 2021

GREGORY TONY, AS SHERIFF OF BROWARD COUNTY

By: 
Colonel James Reyes
Executive Director-Department of Administration

Date: 4/7/2021 | 13:13 PM EDT

^{DS}
 Approved as to form and legal sufficiency
subject to execution by the parties:

By: 
Terrence Lynch
Executive Director/General Counsel
Office of the General Counsel

Date: 4/7/2021 | 09:44 AM PDT